



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS JUNE 16, 2015 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – June 9, 2015
- * Confirmation of committee appointments

Glen Johnson would be reappointed to the Police Department Community Advisory Committee. The current term would expire January 10, 2017. (Councilmember Claude F. Guidroz)

Gene Bush would be reappointed to the Police Department Community Advisory Committee. The current term would expire January 17, 2017. (Councilmember Claude F. Guidroz)

- A) Approve an annual contract for painting and related services to BRC Painting, Inc. of Beaumont for use by the Facilities Maintenance Division
- B) Authorize the execution of a License to Encroach Agreement with the Texas Commission on Environmental Quality related to a storage tank site located at 8235 Broussard Road
- C) Authorize the City Manager or designee to sign any and all documents necessary to execute four Memorandums of Understanding with the South East Texas Regional Planning Commission

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: June 16, 2015

REQUESTED ACTION: Council consider a resolution awarding an annual contract for painting and related services to BRC Painting, Inc., of Beaumont, in the estimated amount of \$111,902.50.

BACKGROUND

Bids were requested for an annual contract to provide painting and related services for use by the Facilities Maintenance Division. The contract will provide for the commercial grade painting requirements of all City facilities.

Four (4) vendors were notified and two (2) responses were received. Specifications requested hourly labor rates for painters and helpers together with percentage markup for materials and equipment rentals. Bids were evaluated on a total annual cost based upon estimated labor hours for each skill category and condition.

Low bid was received from BRC Painting, Inc., who currently holds this contract and has performed satisfactorily. As compared to the pricing in the current contract, the hourly rate for a Painter increased by \$1.75 while the rate for a Helper decreased \$1.00. In FY 2014, the City spent \$65,204 under the existing contract.

FUNDING SOURCE

General Fund.

RECOMMENDATION

Approval of resolution



CITY OF BEAUMONT ~ PURCHASING DIVISION

R. J. Hollar – Buyer II
409-880-3758
rhollar@ci.beaumont.tx.us

BID TABULATION: Annual Contract for Painting and Related Services

BID No. BF0415-28

OPENING DATE: Thursday, June 04, 2015

Vendor City / State		BRC Painting Beaumont		McInnis Construction Silsbee	
Straight Time					
Classification	Hrs/Yr	Rate/Hr	Total	Rate/Hr	Total
Painter	2000	\$ 33.75	\$ 67,500.00	\$ 35.00	\$ 70,000.00
Helper	500	\$ 27.00	\$ 13,500.00	\$ 30.00	\$ 15,000.00
		\$ 81,000.00		\$ 85,000.00	
Overtime					
Painter	200	\$ 52.50	\$ 10,500.00	\$ 53.00	\$ 10,600.00
Helper	100	\$ 41.85	\$ 4,185.00	\$ 45.00	\$ 4,500.00
		\$ 14,685.00		\$ 15,100.00	
Holidays					
Painter	50	\$ 52.50	\$ 2,625.00	\$ 70.00	\$ 3,500.00
Helper	50	\$ 41.85	\$ 2,092.50	\$ 60.00	\$ 3,000.00
		\$ 4,717.50		\$ 6,500.00	
Materials/Rental Markup		15%	\$ 11,500.00	10%	\$ 11,000.00
Total Bid		\$ 111,902.50		\$ 117,600.00	

No Response: Stilley Enterprises, Lang Bros., Bruces

RESOLUTION NO.

WHEREAS, bids were received for an annual contract for painting and related services for use by the Facilities Maintenance Division; and,

WHEREAS, BRC Painting, Inc., of Beaumont, Texas, submitted a bid in the estimated amount of \$111,902.50; and,

WHEREAS, City Council is of the opinion that the bid submitted by BRC Painting, Inc., of Beaumont, Texas, should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the bid submitted by BRC Painting, Inc., of Beaumont, Texas, for an annual contract for painting and related services in the estimated amount of \$111,902.50 be accepted by the City of Beaumont; and,

THAT the City Manager be and he is hereby authorized to execute a contract with BRC Painting, Inc. for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 16th day of June, 2015.

- Mayor Becky Ames -

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani, P.E., Public Works Director

MEETING DATE: June 16, 2015

REQUESTED ACTION: Council consider a resolution authorizing the execution of a License to Encroach Agreement with the Texas Commission on Environmental Quality (TCEQ).

BACKGROUND

The Texas Commission on Environmental Quality (TCEQ), through its contractor, Cardno ATC, is addressing groundwater contamination caused by a release of petroleum products from the leaking underground storage tank #98837 site located at 8235 Broussard Road. The ground water monitoring wells will be installed by Cardno ATC to delineate the plum of contaminated groundwater. The license will cover three (3) two inch (2") diameter wells encroaching onto the City's right-of-way located on the North and South sides of Broussard Road between Church Road and Hodge Road. This cleanup is being funded by the Texas Petroleum Storage Remediation Account.

The request from Cardno ATC was submitted to all City departments and utility companies with no objections.

The License Agreement protects the City from liability and provides a thirty (30) day cancellation clause.

FUNDING SOURCE

Texas Water Code 26.014 provides TCEQ with general rights of access and it is the normal process for TCEQ to request municipalities and counties to waive license and access fees associated with State-performed cleanup activities. The \$500 application fee for the license to encroach will be waived.

RECOMMENDATION

Approval of resolution.

RICH WITH OPPORTUNITY

BEAUMONT ★

T • E • X • A • S

*Application for License to Encroach
City of Beaumont, Texas*

1. NAME OF APPLICANT: Cardno HTC / Elizabeth Simmons
ADDRESS: 2890 Calmont Dr #410 PHONE: 512-459-6822
Beaumont, TX 77805
2. AUTHORITY OF APPLICANT: Environmental Contractor & owner
3. NAME OF OWNER: TCEQ
ADDRESS: 12100 Park 35 Circle PHONE: 512-239-1000
Austin, TX 78753
- LEGAL DESCRIPTION OF OWNER'S PROPERTY (Lots, Blocks, Subdivision)

TO BE SERVED BY EASEMENT OR RIGHT-OF-WAY: Monitoring wells in Street Right of way - Two on the north side of Braussard Rd. and one on the south side of Braussard Rd. The nearest cross streets are Church Rd. and Hodge Rd. (GPS coordinates on map).

4. DESCRIPTION OF EASEMENT OR RIGHT-OF-WAY INVOLVED: City Right of way on the north and south sides of Braussard Rd.
5. PRESENT USE OF EASEMENT OR RIGHT-OF-WAY (List Utilities if Present):
Street Right of Way; overhead utility easement
6. USE OF EASEMENT OR RIGHT-OF-WAY DESIRED BY OWNER:
Installation of monitoring wells.
7. ATTACH A MAP OR PLAT DELINEATING THE EASEMENT OR PUBLIC RIGHT-OF-WAY (Dimensioned and to Engineering Scale). PLEASE INCLUDE ALL PERTINENT INFORMATION ON THE MAP:

- i. Distances from edge of pavement or back of curb
- ii. Street names and nearest cross streets
- iii. Side of the street [east, west, north, south]

8. COST TO BE PAID FOR LICENSE TO ENCROACH AT TIME APPLICATION IS SUBMITTED - \$500 SAID COST BEING NON-REFUNDABLE.

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS TRUE AND CORRECT.

ESimms

SIGNATURE

RESOLUTION NO.

WHEREAS, Texas Commission on Environmental Quality (TCEQ), through its contractor, Cardno ATC, has requested that the City of Beaumont grant a License to Encroach into city-owned property at 8235 Broussard Road, which is described as being monitoring wells encroaching on the City's right-of-way located on the north and south sides of Broussard Road between Church Road and Hodge Road near storage tank #98827 located at 8235 Broussard Road, to the City of Beaumont. The encroachment being three (3) two inch (2") diameter ground water monitoring wells overlapping onto city-owned property described in Exhibit "A" and shown in Exhibit "B," attached hereto and made a part hereof for all purposes; and,

WHEREAS, City staff has expended considerable time and effort in investigating the effect of such encroachment upon the City easement and utilities therein; and,

WHEREAS, it appears that it would be equitable to allow such encroachment at this time;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the City Manager be and he is hereby authorized to execute a License to Encroach with Cardno ATC to encroach into city-owned property located at 8235 Broussard Road, which is described as being monitoring well encroaching on the City's right-of-way located on the north and south sides of Broussard Road between Church Road and Hodge Road near storage tank #98827 located at 8235 Broussard Road, to

the City of Beaumont. The encroachment being three (3) proposed two inch (2") diameter ground water monitoring wells overlapping into city-owned property, as described in Exhibit "A" and shown in Exhibit "B," attached hereto and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 16th day of June, 2015.

- Mayor Becky Ames -

LICENSE TO ENCROACH

STATE OF TEXAS

X

ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON

X

On the date last indicated below, the City of Beaumont, a municipal corporation, of Beaumont, Jefferson County, Texas, herein called "Licensor" or "City" and Texas Commission on Environmental Quality (TCEQ), a State of Texas Agency, herein called "Licensee," contracted and agreed as set forth herein.

Licensee desires a license from Licensor to use that real property (the subject of this license agreement) described as follows:

Monitoring Well – encroaching on the City's right-of-way located on the North and South sides of Broussard Road between Church Road and Hodge Road near storage tank #98837 located at 8235 Broussard Road. (Hereinafter referred to as the "Subject Property.") Said encroachment is shown on Exhibit "A", attached.

NOW, THEREFORE, Licensor hereby grants to Licensee a license to occupy and use the Subject Property for the purpose of installing a groundwater monitoring well, subject to all of the terms and conditions hereof. Licensee shall notify 811 forty-eight (48) hours prior to any excavation at site of encroachment. Licensee shall notify the Water Utilities Project Manager at (409) 785-3017 for utility locates forty-eight (48) hours prior to any excavation. Licensee shall maintain a minimum of ten (10) foot separation between the water mains and the monitoring wells (OD to OD). Licensee shall maintain the said monitoring wells in a good and safe condition as may be required to protect the public from injury or property damage. Licensee shall upon completion of remediation activities, properly close said groundwater monitoring well, with plans subject to approval of the City of Beaumont Water Utilities Department. After three (3) years from the date of this agreement, Licensee shall notify Licensor of their intent to continue using the monitoring wells. Such notice would be sent to the Director of Public Works, City of Beaumont, P.O. Box 3827, Beaumont, Texas 77704.

Subject Property may continue to be occupied and used by Licensee solely in connection with the Monitoring Well and for incidental purposes related thereto during the term of this license or until termination thereof. Said license shall terminate upon removal or demolition of said encroachment.

The parties understand and agree that the City will continue to use the Subject Property for the purpose for which the City owns the property. If requested by the City, Licensee, at no cost to the City, will adjust, modify or alter its use of the Subject Property in order that the City's use of the property will not be impeded. The City's determination that Licensee needs to adjust its use of the Subject Property, as called for in this paragraph, shall be made at the City's sole discretion.

Substantial improvements shall not be made upon any encroachment without first obtaining the written consent of Licensor and giving notice to Licensor in writing of how, when and to what extent such improvements are to be made. A copy of this license shall be attached to such notice.

Substantial improvement means any repair, construction, or improvement of a structure, the cost of which equals or exceeds twenty-five percent (25%) of the market value of the structure either: (1) before the improvement or repair is started; or (2) if the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any portion of the structure commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include any projects or improvements of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to protect the health, safety and welfare of the public, inhabitants, or users of such structure.

In the event the City of Beaumont, by resolution of the City Council, determines it needs the Subject Property, or any part thereof, for the benefit of the City or to protect the health, safety or welfare of the public, and it terminates this license or any part thereof, Licensee shall not receive any compensation and the City of Beaumont shall not be liable therefore, whether for the value of property taken, damage to the abutting or remaining property or improvement, loss of business or profit, loss of access, or otherwise.

Licensee shall at all times indemnify and hold harmless Licensor and any franchised entity of Licensor against, and pay in full, for all claims, losses, damages, law suits, attorney's fees, costs, judgments or expenses, that Licensor and any franchised entity of Licensor may sustain, incur, be required to pay or become liable for, resulting in any manner from Licensee's encroachment on the Subject Property through the construction, maintenance, use, state of repair, or presence of such encroaching structure.

Licensor, and any franchised entity of Licensor, reserves the right to make improvements, perform maintenance and construction to the Subject Property or premises covered by this license where such is deemed necessary for the health, welfare and safety of the community, as determined by the City, in its sole discretion. In doing so, Licensor and any franchised entity of Licensor shall not be liable to Licensee for any damage occasioned thereby and Licensee shall not be entitled to prosecute or maintain a claim against such parties for any such damage sustained by Licensee to said encroaching structure or any abutting or attached structures, improvements or land caused by the removal or alteration of any encroachment. In addition, Licensee shall reimburse Licensor and any franchised entity of Licensor any additional costs resulting from the encroachment.

Licensee shall not permit trees, shrubs, plants, or any object to be placed on the subject property in such a manner as to obstruct the view of traffic. In addition, Licensor will not be responsible for any damages to the structure if the sewer main should ever develop a cavity or due to any repairs to the Licensor main by Licensor crews.

As part of the consideration for this agreement, Licensee has received a waiver of the application fee.

This license shall be recorded in the Real Property Records in the Office of the County Clerk of Jefferson County, Texas by Licensor.

This agreement is terminable by either party by giving written notice to the other specifying the date of termination. Said notice shall be given not less than thirty (30) days prior to the termination date, therein specified, and shall be recorded in the Real Property Records in the Office of the County Clerk of Jefferson County, Texas by Licensor. Licensee's obligations to indemnify and hold harmless the City and its franchisees shall survive the termination of this agreement.

This license is neither assignable nor transferable except in conjunction with, and as part of, Licensee's conveyance of all the abutting property this license serves, through probate or warranty deed or lease. In any such event, Licensor shall be notified of such occurrence by being delivered a copy of the document or documents conveying or leasing the same.

Any notice to Licensor shall be sufficient if it is mailed or hand delivered to the Office of the City Engineer, City of Beaumont, P.O. Box 3827, Beaumont, Texas 77704. Any notice to Licensee or their successors shall be sufficient if mailed or hand delivered to TCEQ, Mail Code 137, P.O. Box 13087, Austin, Texas 78711.

IN WITNESS, WHEREOF, the parties hereto have executed this agreement as of the ____ day of _____, 2015.

LICENSOR:

LICENSEE:

CITY OF BEAUMONT

Texas Commission on Environment Quality
Cardno ATC, Contractor

By: _____

Kyle Hayes
City Manager

By: _____

Printed Name: Martin Romanak

Title: Senior Project Manager

ACKNOWLEDGMENTS

STATE OF TEXAS X

COUNTY OF JEFFERSON X

This instrument was acknowledged before me on the ____ day of _____, 2015, by Kyle Hayes, City Manager of the City of Beaumont, a municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS X

COUNTY OF TRAVIS X

This instrument was acknowledged before me on the ____ day of _____, 2015, by Martin Romanak, Senior Project Manager of Cardno ATC, contractor for Texas Commission on Environment Quality.

Notary Public, State of Texas

RETURN TO:

City of Beaumont
Antoinette Hardy - Engineering
P. O. Box 3827
Beaumont, Texas 77704

City of Beaumont, Texas Public GIS Map

Description of the map.



1 inch = 75 ft

Proposed Location #1 is 10 feet south of the pavement of Broussard Rd (GPS Coordinates: 30.174747, -94.208081)

Proposed Location #2 is 10 feet north of the pavement of Broussard Rd (GPS Coordinates: 30.174875, -94.207956)

Proposed Location #3 is 10 feet north of the pavement of Broussard Rd (GPS Coordinates: 30.174886, -94.207806)

EXHIBIT "B"

BEAUMONT

— T E X A S —


TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: James Singletary, Chief of Police

MEETING DATE: June 16, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager or designee to sign any and all documents necessary to execute four Memorandums of Understanding with the South East Texas Regional Planning Commission (SETRPC).



BACKGROUND

The Regional Planning Commission (SETRPC) purchased multiple grant items from several Homeland Security grant funding streams since 2006 and distributed them to jurisdictions around the region based on identified communication shortfalls. There was no local match required from the City. All grant funding originated from the State Homeland Security Program. From 2006 funding, the City received five GPS devices valued at \$895. From 2009 funding, the City received ten radio speakers valued at \$710. From 2010 funding, the City received approximately \$100,761 in point-to-point communications gear for the radio system. An additional \$5,163 has been received for similar equipment from 2014 funding, and additional equipment is pending delivery for the items designated for the Beaumont Communications facilities out of the \$141,184 total grant. Each year, a permanent loan form was signed by the receiving party at the City; however, new grant accountability requirements from the State Administrative Agency require that a permanent loan of equipment be documented by a Memorandum of Understanding (MOU) in addition to the permanent loan form.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BEAUMONT:

THAT the City Manager, or his designee, be and he is hereby authorized to execute four (4) Memorandums of Understanding between the City of Beaumont and South East Texas Regional Planning Commission (SETRPC) to further public safety, enhance security and protect the South East Texas region from acts of terror and other disasters. The Memorandums of Understanding are substantially in the form attached hereto as Exhibits "A," "B," "C," and "D" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 16th day of June, 2015.

- Mayor Becky Ames -



Memorandum of Understanding

Purpose: This agreement is entered into by the South East Texas Regional Planning Commission and City of Beaumont for the utilization of equipment purchased with Texas Homeland Security State Administrative Agency (THSSAA) grant funds. The equipment is provided to the receiving party to further public safety, enhance security and protect the South East Texas region from acts of terror and other disasters. The MOU establishes the responsible party for the use, custody, control, maintenance, disposition and notification of disposition of equipment purchased with Department of Homeland Security THSSAA funds.

Equipment Specifications:

Description: Microwave PTO

Control Number: See Attached

SER/VIN number: See Attached

Model Number: See Attached

Acquisition/Issue Date: See Attached

Unit Cost: \$100,761.55 (entire PTP project – items were not separated)

Grant Funding Source/Year: 2010 SHSP

Responsible Party for Equipment: The receiving agency, as evidenced by the signature below, agrees to be the responsible party for the care, custody, control, maintenance, disposition and use of the equipment including but not limited to:

- a. Inventory control of equipment as specified and in accordance with THSSAA Policy and Requirements (full physical inventory every 24 months)
- b. Inventory control of equipment loaned to a non-governmental entity in accordance with THSSAA Policy and the Uniform Grant Management Standards.
- c. Maintaining any issued equipment in good working order.
- d. Ensuring the equipment is used only as allowable under the grant and in furtherance of the Emergency Operations Plan.
- e. Ensuring that SETRPC is notified in writing within 30 days when passed-through equipment is disposed of and all documentation necessary for disposition is completed by receiving agency and provided to SETRPC.

President – Fred Williams, Kountze | 1st VP – Kirk Roccaforte, Bridge City | 2nd VP – Eddie Arnold, Jefferson County
3rd VP – Chris Kirkendall, Hardin County | Treasurer – David Dubose, Orange County | Secretary – Rebecca Ford, Bevil Oaks

Executive Director - Shaun P. Davis

2210 Eastex Freeway Beaumont, Texas 77703-4929

(409) 899-8444 | (409) 347-0138 fax

setrpc@beaumont-tx.org | <http://www.setrpc.org>

EXHIBIT "A"

This MOU must be retained by both the receiving parties and SETRPC.

Shaun Davis, Executive Director, SETRPC

Date

Kyle Hayes, City Manager, City of Beaumont

Date



Memorandum of Understanding

Purpose: This agreement is entered into by the South East Texas Regional Planning Commission and City of Beaumont for the utilization of equipment purchased with Texas Homeland Security State Administrative Agency (THSSAA) grant funds. The equipment is provided to the receiving party to further public safety, enhance security and protect the South East Texas region from acts of terror and other disasters. The MOU establishes the responsible party for the use, custody, control, maintenance, disposition and notification of disposition of equipment purchased with Department of Homeland Security THSSAA funds.

Equipment Specifications:

Description: Microwave Point-to-Point
Control Number: See Attached
SER/VIN number: See Attached
Model Number: See Attached
Acquisition/Issue Date: See Attached
Unit Cost: \$141,184.40 (total project cost)
Grant Funding Source/Year: 2014 SHSP IC

Responsible Party for Equipment: The receiving agency, as evidenced by the signature below, agrees to be the responsible party for the care, custody, control, maintenance, disposition and use of the equipment including but not limited to:

- a. Inventory control of equipment as specified and in accordance with THSSAA Policy and Requirements (full physical inventory every 24 months)
- b. Inventory control of equipment loaned to a non-governmental entity in accordance with THSSAA Policy and the Uniform Grant Management Standards.
- c. Maintaining any issued equipment in good working order.
- d. Ensuring the equipment is used only as allowable under the grant and in furtherance of the Emergency Operations Plan.
- e. Ensuring that SETRPC is notified in writing within 30 days when passed-through equipment is disposed of and all documentation necessary for disposition is completed by receiving agency and provided to SETRPC.

President – Fred Williams, Kountze | 1st VP – Kirk Roccaforte, Bridge City | 2nd VP – Eddie Arnold, Jefferson County
3rd VP – Chris Kirkendall, Hardin County | Treasurer – David Dubose, Orange County | Secretary – Rebecca Ford, Bevil Oaks

Executive Director - Shaun P. Davis

2210 Eastex Freeway Beaumont, Texas 77703-4929

(409) 899-8444 | (409) 347-0138 fax

[setrpc](http://setrpc.org)

EXHIBIT "B"

setrpc.org

This MOU must be retained by both the receiving parties and SETRPC.

Shaun Davis, Executive Director, SETRPC

Date

Kyle Hayes, City Manager, City of Beaumont

Date



Memorandum of Understanding

Purpose: This agreement is entered into by the South East Texas Regional Planning Commission and the City of Beaumont for the utilization of equipment purchased with Texas Homeland Security State Administrative Agency (THSSAA) grant funds. The equipment is provided to the receiving party to further public safety, enhance security and protect the South East Texas region from acts of terror and other disasters. The MOU establishes the responsible party for the use, custody, control, maintenance, disposition and notification of disposition of equipment purchased with Department of Homeland Security THSSAA funds.

Equipment Specifications:

Description: JEDI Basic RSM Threaded A/Jack_Remote Speaker Microphone (10)

Control Number: B-09S-001

SER/VIN number: PMMN4051B

Model Number: N/A

Acquisition/Issue Date: 28-Aug

Unit Cost: \$71.20

Grant Funding Source/Year: SHSP LEAP 2009

Responsible Party for Equipment: The receiving agency, as evidenced by the signature below, agrees to be the responsible party for the care, custody, control, maintenance, disposition and use of the equipment including but not limited to:

- a. Inventory control of equipment as specified and in accordance with THSSAA Policy and Requirements (full physical inventory every 24 months)
- b. Inventory control of equipment loaned to a non-governmental entity in accordance with THSSAA Policy and the Uniform Grant Management Standards.
- c. Maintaining any issued equipment in good working order.
- d. Ensuring the equipment is used only as allowable under the grant and in furtherance of the Emergency Operations Plan.
- e. Ensuring that SETRPC is notified in writing within 30 days when passed-through equipment is disposed of and all documentation necessary for disposition is completed by receiving agency and provided to SETRPC.

President – Fred Williams, Kountze | 1st VP – Kirk Roccaforte, Bridge City | 2nd VP – Eddie Arnold, Jefferson County
3rd VP – Chris Kirkendall, Hardin County | Treasurer – David Dubose, Orange County | Secretary – Rebecca Ford, Bevil Oaks

Executive Director - Shaun P. Davis
2210 Eastex Freeway Beaumont, Texas 77703-4929
(409) 899-8444 | (409) 347-0138 fax
setrpc@setrpc.org | <http://www.setrpc.org>

EXHIBIT "C"

This MOU must be retained by both the receiving parties and SETRPC.

_____ Shaun Davis, Executive Director, SETRPC	_____ Date
--	---------------

_____ Kyle Hayes, City Manager, City of Beaumont	_____ Date
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**Texas Department of Public Safety
Texas Homeland Security State Administrative Agency
Homeland Security Grant Program
Passed-Through Property Record**

Sub-recipient:

South East Texas Regional Planning Commission

Name of Organization

2210 Eastex Freeway Beaumont, Texas 77703

Street/Mailing Address, City, County, Zip

Shaun Davis, Executive Director, SETRPC

Printed Name and Title

Signature

Date

Project Participant:

City of Beaumont

Name of Organization

700 Orleans, 2nd Floor, Beaumont, Texas 77701

Street/Mailing Address, City, County, Zip

Kyle Hayes, City Manager, City of Beaumont

Printed Name and Title

Signature

Date

This is to certify that the property described below was acquired through the expenditure of grant funds awarded to the above named Homeland Security Grant Program Sub-recipient. The Project Participant receiving the property certifies that they have knowledge of the laws, rules and regulations of Texas Homeland Security grants. The Project Participant further certifies that they agree to be bound by all the contract covenants and exhibits to the Sub-recipient's Agreement and any modifications or amendments to that agreement as if they were written here. The Sub-recipient and Project Participant further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Sub-recipient further certifies that the Project Participant has complied with all Texas Homeland Security State Administrative Agency eligibility requirements.

Property being passed-through

Item description:	JEDI Basic RSM Threaded A/Jack_Remote Speaker Microphone (10)
Item Control Number:	B-09S-001
Serial Number/VIN:	N/A
Model Number:	PMMN4051B
Acquisition Date:	8/28/2012
Unit Cost:	\$71.20

This form is provided for the benefit of grant administration. TXDPS/THSSAA cannot advise Sub-recipients about the legality of any specific property that is passed-through. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.



Memorandum of Understanding

Purpose: This agreement is entered into by the South East Texas Regional Planning Commission and the City of Beaumont for the utilization of equipment purchased with Texas Homeland Security State Administrative Agency (THSSAA) grant funds. The equipment is provided to the receiving party to further public safety, enhance security and protect the South East Texas region from acts of terror and other disasters. The MOU establishes the responsible party for the use, custody, control, maintenance, disposition and notification of disposition of equipment purchased with Department of Homeland Security THSSAA funds.

Equipment Specifications:

Description: Garmin Dakota 10 GPS with City Navigator North America CD (5)

Control Number: B-06S-001 / B-06S-002 / B-06S-003 / B-06S-004 / B-06S-005

SER/VIN number: 1) 1PK004284

2) 1PK004292

3) 1PK004298

4) 1PK004314

5) 1PK004312

Model Number: N/A

Acquisition/Issue Date: 9/18/2009

Unit Cost: Less than \$5,000; Controlled Asset

Grant Funding Source/Year: SHSP 2006

Responsible Party for Equipment: The receiving agency, as evidenced by the signature below, agrees to be the responsible party for the care, custody, control, maintenance, disposition and use of the equipment including but not limited to:

- a. Inventory control of equipment as specified and in accordance with THSSAA Policy and Requirements (full physical inventory every 24 months)
- b. Inventory control of equipment loaned to a non-governmental entity in accordance with THSSAA Policy and the Uniform Grant Management Standards.
- c. Maintaining any issued equipment in good working order.
- d. Ensuring the equipment is used only as allowable under the grant and in furtherance of the Emergency Operations Plan.
- e. Ensuring that SETRPC is notified in writing within 30 days when passed-through equipment is disposed of and all documentation necessary for disposition is completed by receiving agency and provided to SETRPC.

President – Fred Williams, Kountze | 1st VP – Kirk Roccaforte, Bridge City | 2nd VP – Eddie Arnold, Jefferson County
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setrpc@setrpc.org | <http://www.setrpc.org>

EXHIBIT "D"

This MOU must be retained by both the receiving parties and SETRPC.

Shaun Davis, Executive Director, SETRPC

Date

Kyle Hayes, City Manager, City of Beaumont

Date

**Texas Department of Public Safety
Texas Homeland Security State Administrative Agency
Homeland Security Grant Program
Passed-Through Property Record**

Sub-recipient:

South East Texas Regional Planning Commission

Name of Organization

2210 Eastex Freeway Beaumont, Texas 77703

Street/Mailing Address, City, County, Zip

Shaun Davis, Executive Director, SETRPC

Printed Name and Title

Signature

Date

Project Participant:

City of Beaumont

Name of Organization

700 Orleans, 2nd Floor, Beaumont, Texas 77701

Street/Mailing Address, City, County, Zip

Kyle Hayes, City Manager, City of Beaumont

Printed Name and Title

Signature

Date

This is to certify that the property described below was acquired through the expenditure of grant funds awarded to the above named Homeland Security Grant Program Sub-recipient. The Project Participant receiving the property certifies that they have knowledge of the laws, rules and regulations of Texas Homeland Security grants. The Project Participant further certifies that they agree to be bound by all the contract covenants and exhibits to the Sub-recipient's Agreement and any modifications or amendments to that agreement as if they were written here. The Sub-recipient and Project Participant further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Sub-recipient further certifies that the Project Participant has complied with all Texas Homeland Security State Administrative Agency eligibility requirements.

Property being passed-through

Item description: Garmin Dakota 10 GPS with City Navigator North America CD (5)

Item Control Number: B-06S-001 / B-06S-002 / B-06S-003 / B-06S-004 / B-06S-005

Serial Number/VIN: 1PK004284 / 1PK004292 / 1PK04298 / 1PK004314 / 1PK004312

Model Number: N/A

Acquisition Date: 9/18/2009

Unit Cost: Less than \$5,000; Controlled Ass

This form is provided for the benefit of grant administration. TXDPS/THSSAA cannot advise Sub-recipients about the legality of any specific property that is passed-through. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

BEAUMONT

— T E X A S —

REGULAR MEETING OF THE CITY COUNCIL COUNCIL CHAMBERS JUNE 16, 2015 1:30 P.M.

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on scheduled agenda items 1 and 2/Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider amending Section 14.04.005 (g) Bicycles of the Code of Ordinances to allow the riding of a bicycle on sidewalks
2. Consider a resolution awarding an annual contract for maintenance and repair services to Bruce's General Construction, Inc., of Beaumont, as needed by the Facilities Maintenance Division

COMMENTS

- * Councilmembers/City Manager comment on various matters
- * Public Comment (Persons are limited to 3 minutes)

EXECUTIVE SESSION

- * Consider matters related to contemplated or pending litigation in accordance with Section 551.071 of the Government Code:

City of Beaumont vs. Joseph D. Butler
Claim of Vanessa Coleman
Claim of Miyah Keller
Claim of Kiara Randle

United States of America vs. City of Beaumont, Texas;
Civil Action No. 1:15CV201

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Mitchell Normand at 880-3777 three days prior to the meeting.

June 16, 2015

Consider amending Section 14.04.005 (g) Bicycles of the Code of Ordinances to allow the riding of a bicycle on sidewalks

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

MEETING DATE: June 16, 2015

REQUESTED ACTION: Council consider amending Section 14.04.005 (g) Bicycles of the Code of Ordinances to allow the riding of a bicycle on sidewalks.

BACKGROUND

Section 14.04.005 (g) Bicycles currently states, "No person shall ride a bicycle on other than a vehicular road or path designed for that purpose. A bicyclist shall be permitted to wheel or push a bicycle by hand over any grass area or wooded trail or any pathway reserved for pedestrian use. Bicyclists shall at all times operate their machines with a reasonable regard for the safety of others, signal all turns, pass to the right of any vehicle they are overtaking and pass to the right of any vehicle they may be meeting."

A work session was held on June 9, 2015 to discuss amending the Code of Ordinances to allow the riding of a bicycle on sidewalks. The Administration recommends deleting all of the current language in (g) Bicycles and adding the following new wording: "Whenever any person is riding a bicycle upon a sidewalk, such person shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing any pedestrian."

RECOMMENDATION

Approval of the amended ordinance.

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 14, PUBLIC WAYS AND PLACES, ARTICLE 14.04, PARKS AND RECREATION, SECTION 14.04.005(g), OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS, TO ALLOW THE RIDING OF BICYCLES ON SIDEWALKS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

THAT Chapter 14, Article 14.04, Section 14.04.005(g), of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

Sec. 14.04.005 Traffic

(g) Bicycles. Whenever any person is riding a bicycle upon a sidewalk, such person shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing any pedestrian.

Section 2.

That if any section, subsection, sentence, clause or phrase of this ordinance, or the application of same to a particular set of persons or circumstances, should for any reason be held to be invalid, such invalidity shall not affect the remaining portions of this ordinance, and to such end, the various portions and provisions of this ordinance are declared to be severable.

Section 3.

That all ordinances or parts of ordinances in conflict herewith are repealed to the extent of the conflict only.

Section 4.

That any person who violates any provision of this ordinance shall, upon conviction, be punished as provided in Section 1.01.009 of the Code of Ordinances of the City of Beaumont, Texas.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 16th day of June, 2015.

- Mayor Becky Ames -

June 16, 2015

Consider a resolution awarding an annual contract for maintenance and repair services to Bruce's General Construction, Inc., of Beaumont, as needed by the Facilities Maintenance Division



TO:

City Council

FROM:

Kyle Hayes, City Manager

PREPARED BY:

Laura Clark, Chief Financial Officer 

MEETING DATE:

June 16, 2015

REQUESTED ACTION:

Council consider a resolution awarding an annual contract for maintenance and repair services to Bruce's General Construction, Inc., of Beaumont, in the estimated amount of \$210,050.

BACKGROUND

Bids were requested for an annual contract to provide on demand repair, maintenance, and light construction services as needed by the Facilities Maintenance Division. The contract does not include demolition services, or projects which are reasonably anticipated to approach or exceed \$75,000.

Six (6) vendors were notified and three (3) responses were received. Specifications requested hourly labor rates for carpenters, helpers, concrete finishers, equipment operators and general laborers together with percentage markup for materials and equipment rentals. Bids were evaluated on total annual cost based upon estimated labor hours for each skill category and condition.

Low bid was received from Bruce's General Construction, Inc., of Beaumont who has held this contract for several years. Total bid represents approximately a one-half percent reduction over the previous contract's estimated amount at the time of award.

FUNDING SOURCE

Various funds depending on location of work. In FY 2014, the City spent \$114,894 under the existing contract.

RECOMMENDATION

Approval of resolution.



CITY OF BEAUMONT, BEAUMONT, TEXAS
PURCHASING DIVISION BID TABULATION

Bid Name: ANNUAL CONTRACT FOR REPAIR & MAINTENANCE SERVICES
 Bid Number: BF0415-29
 Bid Opening: Thursday, June 04, 2015
 Contact Person: Robert (Bob) Hollar, Buyer II
 rhollar@ci.beaumont.tx.us
 Phone: 409-880-3758

Vendor City / State		BRUCE'S GENERAL CONST Beaumont		SeTX Construction Beaumont		McInnis Const Silsbee	
ITEM	EST USAGE	Unit Price	Total	Unit Price	Total	Unit Price	Total
STRAIGHT TIME							
Carpenter/SM Workr	2,000	\$35.00	\$70,000.00	\$45.23	\$90,460.00	\$40.00	\$80,000.00
Carpenter Helper	2,000	\$10.00	\$20,000.00	\$27.14	\$54,280.00	\$30.00	\$60,000.00
Concrete Finisher	1,000	\$30.00	\$30,000.00	\$27.14	\$27,140.00	\$42.00	\$42,000.00
Concrete Worker	1,000	\$10.00	\$10,000.00	\$27.14	\$27,140.00	\$30.00	\$30,000.00
Equipment Operator	500	\$25.50	\$12,750.00	\$37.69	\$18,845.00	\$45.00	\$22,500.00
General Laborer	1,000	\$10.00	\$10,000.00	\$25.63	\$25,630.00	\$24.00	\$24,000.00
OVERTIME							
Carpenter/SM Workr	200	\$35.00	\$7,000.00	\$67.84	\$13,568.00	\$60.00	\$12,000.00
Carpenter Helper	200	\$10.00	\$2,000.00	\$40.70	\$8,140.00	\$45.00	\$9,000.00
Concrete Finisher	200	\$30.00	\$6,000.00	\$40.70	\$8,140.00	\$63.00	\$12,600.00
Concrete Worker	200	\$10.00	\$2,000.00	\$40.70	\$8,140.00	\$45.00	\$9,000.00
Equipment Operator	200	\$25.50	\$5,100.00	\$56.53	\$11,306.00	\$68.00	\$13,600.00
General Laborer	200	\$10.00	\$2,000.00	\$38.44	\$7,688.00	\$36.00	\$7,200.00
SUNDAY/DISASTR							
Carpenter/SM Workr		\$80.00		\$67.84		\$80.00	
Carpenter Helper		\$65.00		\$40.70		\$60.00	
Concrete Finisher		\$90.00		\$40.70		\$84.00	
Concrete Worker		\$60.00		\$40.70		\$60.00	
Equipment Operator		\$90.00		\$56.53		\$90.00	
General Laborer		\$65.00		\$38.40		\$50.00	
MATERIAL MARKUP		\$20,000.00					
Material %		10%		10%		10%	
Value		\$2,000.00		\$2,000.00		\$2,000.00	
EQUIPMENT RENTAL		\$10,000.00					
RENTALS %		12%		10%		10%	
VALUE		\$1,200.00		\$1,000.00		\$1,000.00	
BID SUMMARY							
TOTL STRAIGHT TIME		\$152,750.00		\$243,495.00		\$258,500.00	
TOTAL OVERTIME		\$24,100.00		\$56,982.00		\$63,400.00	
TOTAL MATERIALS		\$22,000.00		\$22,000.00		\$22,000.00	
TOTAL EQUIPMENT		\$11,200.00		\$11,000.00		\$11,000.00	
TOTAL BID		\$210,050.00		\$333,477.00		\$354,900.00	

No Response: S.R. Tilley, H.B.Neild, Lang Bros., L&L General Contractors

RESOLUTION NO.

WHEREAS, bids were received for an annual contract for maintenance and repair services as needed by the Facilities Maintenance Division; and,

WHEREAS, Bruce's General Construction, Inc., of Beaumont, Texas, submitted a bid in the estimated amount of \$210,050; and,

WHEREAS, City Council is of the opinion that the bid submitted by Bruce's General Construction, Inc., of Beaumont, Texas, should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the bid submitted by Bruce's General Construction, Inc., of Beaumont, Texas, for an annual contract for maintenance and repair services as needed by the Building Services Division in the estimated amount of \$210,050 be accepted by the City of Beaumont; and,

THAT the City Manager be and he is hereby authorized to execute a contract with Bruce's General Construction, Inc. for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 16th day of June, 2015.

- Mayor Becky Ames -